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MEMORANDUM OF AGREEMENT
BETWEEN
AGRICULTURAL MARKETING ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE
AND
WASHINGTON STATE DEPARTMENT OF AGRICULTURE

NAME OF PROJECT Federal-State Inspection of Fresh Fruits and Vegetables.

LEADERS Chief, Fruit and Vegetable Branch Agricultural Marketing Administration, United States Department of Agriculture; and Director of Agriculture, Washington State Department of Agriculture.

LOCATION. State of Washington.

HEADQUARTERS. Washington, D. C. and Olympia, Washington.

DATE EFFECTIVE. November 1, 1942.

LEGAL AUTHORITY Appropriation Act for the United States Department of Agriculture for the current fiscal year, and applicable laws of the State of Washington.

OBJECT To make the inspection service for fresh fruits and vegetables authorized by Congress more widely available to growers and shippers in Washington than would be possible without the cooperation of the State.

ORGANIZATION. The organization for carrying on this work shall consist of the leaders, one Federal Supervisor, one State Supervisor, such Assistant Federal Supervisors as the Federal Supervisor shall designate under paragraph (b) of "METHOD OF PROCEDURE"; Agricultural Marketing Administration, and such additional inspectors as may be necessary.

METHOD OF PROCEDURE:

Agricultural Marketing Administration (a) will designate one of its employees to act as Supervising Inspector on its behalf for the training and Supervision of the individual inspectors employed or licensed in the different Horticultural Districts of the state for this work.

(b) through the Federal Supervising Inspector will issue Federal licenses to such qualified inspectors as may be employed by the Washington Department of Agriculture for work to be done under this agreement, and will designate from those licensed under the provisions of this paragraph such Assistant Federal Supervisors as the Federal Supervisor shall deem necessary.

(c) will furnish the standard inspector's notes and certificate forms now in use under similar cooperative agreements with the various States; provided that additional printing which is agreed by both parties to be necessary to the work under this agreement may be done by the State and that the cost of such printing shall be credited to the State in the quarterly billing of the Federal overhead.

Washington State Department of Agriculture. . . . (a) the State Department will designate its Supervisor of Horticulture as the "Supervising Inspector for the State" to have general supervision on its behalf of the work herein provided for and to act jointly with such officers or employees of the Federal Bureau as may be designated for or assigned to this work.

(b) will collect reasonable fees for the work done under this agreement, and will keep a separate and definite account of all receipts from this work and of all disbursements from such receipts and will make such records accessible for examination by the Federal Supervising Inspector.

(c) will make no payments from such receipts except on vouchers approved or initialed by the Federal Supervisor or by State officers acting in accordance with a memorandum signed or approved by the Federal Supervisor, to the end that the Secretary of Agriculture may be assured that the fees charged are reasonable and that, as a part

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of a Nation-wide Federal activity, they are designed as nearly as may be to cover the entire cost for the national servicee, as contemplated by the Federal authority for this work.

(d) will pay from fees collected the salary of the Federal Supervisor, and his subsistence expenses while on official duty away from his official headquarters. The State shall also provide and maintain from this fund a suitable automobile for the Federal Supervisor. Necessary rental for office space and salaries for necessary clerical help shall be paid from this fund.

(e) will pay as an offset to the general Federal overhead expense the sum of twenty cents (20¢) per car for each car inspected, or four percent (4%) of the fees collected for inspections made under this agreement when the charges are based on the number of packages or the time consumed by the inspector; provided, that not more than ten percent (10%) of the overhead payments required under this paragraph may be used - (1) to reimburse the Administration for the salaries and travel of field supervisors assisting in the direction of the work under this agreement, and (2) to coordinate the shipping point inspection work in the various States. These payments shall be made at least quarterly during the life of this agreement by check, draft or money order drawn to the order of the Treasurer of the United States and mailed to the Agricultural Marketing Administration, Washington, D. C.

(f) in order to properly safeguard the funds collected under this agreement the State shall require an adequate bond of each employee responsible for the collection or handling of such funds.

Mutual Agreements . . . It is mutually understood and agreed that -

(a) inspection certificates issued under this agreement shall be joint Federal-State certificates, and that the inspection work shall be conducted in accordance with the rules and regulations of the Secretary of Agriculture and such instructions as may be issued by the Administrator of the Agricultural Marketing Administration; but the Washington Department of Agriculture reserves the right to issue any additional and supplemental instructions not inconsistent with the rules and regulations of the Secretary of Agriculture and the instructions of the Administrator of the Agricultural Marketing Administration, as may be necessary to comply with the State laws or administrative policies of the State in the conduct of this work.

(b) all State employees engaged in this work or exercising immediate supervision over all or any part of this shipping point inspection project or of the work of its personnel, except the leaders, must hold unsuspended Federal licenses as inspectors.

(c) only such inspectors as are satisfactory to Federal and State supervisors will be assigned to or employed for this work by the State, and that the order in which inspectors employed for seasonal work are released shall be approved by Federal and State Supervising Inspectors.

(d) State employees or others deemed competent will be licensed to issue joint Federal-State certificates in accordance with Section 51.33 of Service and Regulatory Announcement No. 93 of the United States Department of Agriculture. Such assistant Federal supervisors as the Federal Supervisor shall deem necessary shall be designated by him from those licensed under the provisions of this paragraph.

(e) the inspectors employed under this agreement shall be classified as follows: (1) Trainees - inspectors without previous official inspection experience who are being trained for the inspection of one or more products and who are working under immediate supervision. (2) Junior inspectors - those inspectors who are competent to inspect one or more products under limited supervision. (3) Senior inspectors - those inspectors who are capable of making inspections with only general supervision.

(f) minimum salaries for inspectors under this agreement shall be paid at the rate of: Class 1 - Thirty-five dollars (\$35) per week; Class 2 - Forty Dollars (\$40) per week; Class 3 - Forty-five Dollars (\$45) per week.

(g) an inspector brought into the State directly from an inspection assignment in another State shall be first approved by the Director of Agriculture of Washington and the Federal Supervising Inspector and shall be allowed actual travel and subsistence expenses not to exceed \$25.

(h) the cost of maintaining insurance of inspectors against injury when on official duty may be defrayed from the fees collected under this agreement unless such insurance is maintained under State statute.

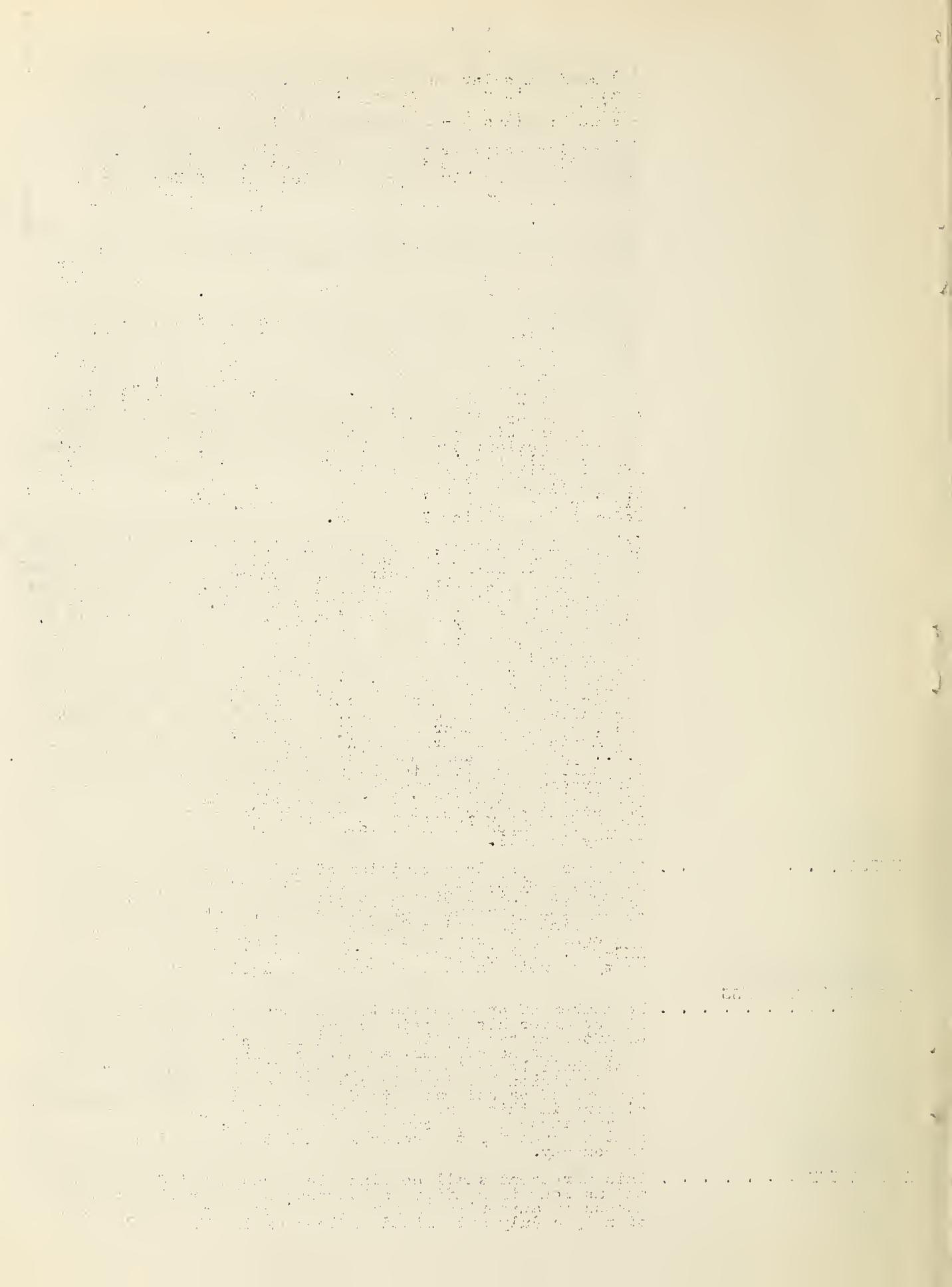
(i) any licensed inspector is subject to dismissal for substantiated charges of incompetency or dishonesty; that the Federal Department reserves the right to suspend any license when it deems such action for the good of the service, as provided by section 51.34 of Service and Regulatory Announcements No. 93, of the United States Department of Agriculture, and that the Federal Supervising Inspector will furnish the Washington Department of Agriculture with a written statement of his reasons for any such action; that the Washington Department of Agriculture will furnish the Federal Supervising Inspector with a written statement of its reasons for the dismissal of any licensed inspector who has not been recommended for dismissal or whose license has not been withdrawn by the Federal Supervising Inspector.

(j) the Agricultural Marketing Administration may, if it shall appear to be in the interest of simplified accounting and administratively desirable, advance the money for any of the expenses above mentioned from any available appropriation by paying the vouchers therefor, certified to and submitted by the Administration representative in charge, with the agreement and understanding with the Washington Department of Agriculture that in the event the money is so advanced in the manner and for the purposes aforesaid the Administration shall be reimbursed therefor by the Washington Department of Agriculture for all the expenses so advanced by the Administration for conducting the work hereunder, by a check, draft, or money order drawn to the order of the Treasurer of the United States and mailed to the Agricultural Marketing Administration at Washington, D.C., and when such check is received by the Administration, it shall be credited to the appropriation from which the disbursement shall have been made for the said expenses; and that the Administration shall bill the Washington Department of Agriculture quarterly for any expense hereunder for which the Administration has advanced the money to pay in full.

REVISION This agreement is a revision of and supersedes memorandum of agreement AAC-10063 between the Bureau of Agricultural Economics, United States Department of Agriculture and Washington Department of Agriculture, providing for Shipping Point Inspection Service effective January 1, 1934, and confirmed from year to year and now operative as AMS-279, with Agricultural Marketing Administration as a party thereto in lieu of Bureau of Agricultural Economics.

MEMBER OF CONGRESS CLAUSE No member of or delegate to Congress or Resident Commissioner after his election or appointment, and either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any benefit to arise thereupon. The provision herein with respect to the interest of members of or delegates to Congress and Resident Commissioners in this agreement shall not be construed to extend to any incorporated company where such contract or agreement is made for the general benefit of such incorporation or company.

AEROGATION This agreement shall continue in force until June 30, 1943, and as long thereafter as Congress shall provide the necessary authority therefor, subject to annual confirmation by a duly authorized officer of the United States



Department of Agriculture; Provided, however, that this agreement may be abrogated at any time by mutual consent or by either party hereto by giving written notice to the other party 30 days in advance of and specifying the date of termination.

/s/ Arthur E. Cox

Director of Agriculture

/s/ C. W. Kitchen

Associate Administrator, Agricultural Marketing Admin-
istration, United States Department of Agriculture

AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN
AGRICULTURAL MARKETING ADMINISTRATION
(NOW PRODUCTION AND MARKETING ADMINISTRATION)
UNITED STATES DEPARTMENT OF AGRICULTURE
AND
WASHINGTON STATE DEPARTMENT OF AGRICULTURE

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It is hereby agreed by and between the parties hereto, that the MEMORANDUM OF AGREEMENT providing for the Federal-State inspection of fresh fruits and vegetables in the State of Washington, effective November 1, 1942, and continued in effect for the ensuing years, shall be and hereby is amended as follows:

Change paragraph (e) under METHOD OF PROCEDURE Washington State Department of Agriculture to read:

(e) will pay as an offset to the general Federal overhead expense the sum of twenty cents (20¢) per car for each car inspected, or four percent (4%) of the fees collected for inspections made under this agreement when the charges are based on the number of packages or the time consumed by the inspector; provided, that not more than fifty percent (50%) of the overhead payments required in this paragraph may be used to reimburse the Administration for (1) the supervision of this work by the Washington and District offices, (2) the coordination of the shipping point inspection work in the various States, and (3) the unification of the inspection work at shipping points and in receiving markets. These payments shall be made at least quarterly during the life of this agreement by check, draft or money order drawn to the order of the Treasurer of the United States and mailed to the Production and Marketing Administration, Washington 25, D. C.

This amendment shall become effective on July 1, 1947.

Fred J. Martin

Director of Agriculture

S. R. Newell

Acting Assistant Administrator, Production
and Marketing Administration
United States Department of Agriculture

